BLANKET PURCHASE ORLER STATE OF MARYLAND

BPO NO: 001B5400136

PRINT DATE: 09/11/14

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1540762970 HOME PARAMOUNT PEST CONTROL COMPANY

2011 ROCK SPRING RD

FOREST HILL, MD (888)888-4663

JAMIKA BOWEN (410) 767-8735

REFER QUESTIONS TO:

JAMIKA.BOWEN@MARYLAND.GOV

ITB: 001IT819576

21050

EXPR DATE: 10/01/17 | DISCOUNT TERMS: .

NET 30 DAY

POST DATE: 09/11/14 | CONTRACT AMOUNT: 109,260.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

PEST CONTROL SERVICE AT DPSCS HAGERSTOWN CORRECTIONAL COMPLEX, 18601 ROXBURY RD, HAGERSTOWN, MD 21740.

VENDOR CONTACT: GINA SELANDER

AGENCY OPERATING FUNDS:

Q04 15 R1420 01 8100:\$12,019.00

Q04 15 R2420 01 8100:\$ 9,833.00

Q04 15 R3420 01 8100:\$ 5,463.00

Q04 16 R1420 01 8100:\$16,025.00

Q04 16 R2420 01 8100:\$13,111.00

Q04 16 R3420 01 8100:\$ 7,284.00

Q04 17 R1420 01 8100:\$16,025.00

Q04 17 R2420 01 8100:\$13,111.00

Q04 17 R3420 01 8100:\$ 7,284.00

Q04 18 R1420 01 8100:\$ 4,006.00

Q04 18 R2420 01 8100:\$ 3,278.00

Q04 18 R3420 01 8100:\$ 1,821.00

THIS IS A LIVING WAGE CONTRACT: TIER TWO

RETAIN SECTIONS A, B, AND C FOR FUTURE REFERENCE.

BLANKET PURCHASE ORLER STATE OF MARYLAND

******* STATE OF MARYLAND ***********

BPO NO: 001B5400136

PRINT DATE: 09/11/14

PAGE: 02

LINE # STATE ITEM ID U/M UNIT COST

0001

91059

LT

26,820.0000

PEST CONTROL PEST CONTROL

TO PROVIDE PEST CONTROL SERVICES FOR LOCATION A, MARYLAND CORRECTIONAL INSTITUTION (MCI-H) TO INCLUDE WESTERN PROGRAM DEVELOPMENT CENTER AND ANTIETAM HOUSING UNIT AT HAGERSTOWN CORRECTIONAL COMPLEX, 18601 ROXBURY RD, HAGERSTOWN, MD 21740. THE MONTHLY COST FOR PEST CONTROL SHALL INCLUDE QUARTERLY, TWICE A MONTH, ONCE EVERY 2 MONTHS, AND SEMI-ANNUAL SERVICES SPECIFIED IN SECTION C-SPECIFICATION, #8 SPECIFIC SERVICE INFORMATION. THE CONTRACT SHALL BE FOR THREE (3) YEARS BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2017. THERE ARE NO RENEWAL OPTIONS.

MONTHLY BILLING AMOUNT: \$745.00

0002

91059

EA

35,820.0000

PEST CONTROL

TO PROVIDE PEST CONTROL SERVICES FOR LOCATION B, MARYLAND CORRECTIONAL TRAINING CENTER TO INCLUDE EMERGENCY HOUSING UNIT & HAROLD E. DONNELL BUILDING AT HAGERSTOWN CORRECTIONAL COMPLEX, 18601 ROXBURY RD, HAGERSTOWN, MD 21740. THE MONTHLY COST FOR PEST CONTROL SHALL INCLUDE QUARTERLY, TWICE A MONTH, ONCE EVERY 2 MONTHS, AND SEMI-ANNUAL SERVICES SPECIFIED IN SECTION C-SPECIFICATION, #8 SPECIFIC SERVICE INFORMATION. THE CONTRACT SHALL BE FOR THREE (3) YEARS BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2017. THERE ARE NO RENEWAL OPTIONS.

MONTHLY BILLING AMOUNT: \$995.00

0003

91059

EA

30,600.0000

PEST CONTROL

TO PROVIDE PEST CONTROL SERVICES FOR LOCATION C, ROXBURY CORRECTIONAL INSTITUTION AT HAGERSTOWN CORRECTIONAL COMPLEX, 18601 ROXBURY RD, HAGERSTOWN, MD 21740. THE MONTHLY COST SHALL INCLUDE QUARTERLY, TWICE A MONTH, ONCE EVERY 2 MONTHS, AND SEMI-ANNUAL SERVICES SPECIFIED IN SECTION C-SPECIFICATION, #8 SPECIFIC SERVICE INFORMATION. THE CONTRACT SHALL BE FOR THREE (3) YEARS BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2017. THERE ARE NO RENEWAL OPTIONS.

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BLANKET PURCHASE OR LER STATE OF MARYLAND

BPO NO:	******* 001B5400136	****** STATE OF MA PRINT		********** PAGE: 03
LINE #	STATE ITEM ID	<u>U/M</u>	UNIT COST	
MONTHLY	BILLING AMOUNT:	\$850.00		
0004	91059	EA	8,100.0000	
CORRECTI MONTHLY ONCE EVE C-SPECIF BE FOR T 30, 2017	DE PEST CONTROL ONAL COMPLEX,18 COST FOR PEST C RY 2 MONTHS, AN ICATION, #8 SPE HREE (3) YEARS	SERVICES FOR LOCA 601 ROXBURY RD, HA ONTROL SHALL INCLU D SEMI-ANNUAL SEA CIFIC SERVICE INFO BEGINNING OCTOBER	AGERSTOWN, MD 217 JDE QUARTERLY, TW RVICES SPECIFIED DRMATION. THE CON	40. THE ICE A MONTH, IN SECTION TRACT SHALL
MONIHY B	ILLING AMOUNT:	\$225.00 		
0005	91059	EA	7,920.0000	
18601 ROI INCLUDE (SEMI-ANN SPECIFIC YEARS BEC THERE ARI	DE FOGGING SERVI XBURY RD, HAGER QUARTERLY, TWICI JAL SERVICES SPI SERVICE INFORMA		THE MONTHLY COST STERY 2 MONTHS, AND C-SPECIFICATION, TO SHALL BE FOR THE	SHALL D , #8 HREE (3)
	7.	END OF IT	EM LIST	
INVITATION MODIFICAT SHALL COM TIONS ISS OF THE BP	N TO BID (ITB) CONS OR OPTIONS OPLY WITH ALL OF UED WITH THE IT O.	DER (BPO) ISSUED AS AND ANY SUBSEQUENT ISSUED RELEVANT T THE TERMS, CONDIT B AND ARE INCORPOR DENTIFICATION #	F AMENDMENTS, FO THE ITB OR BPO FIONS AND SPECIFIC RATED IN AND MADE), CA-

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BLANKET PURCHASE ORDER STATE OF MARYLAND

	********	STATE OF MARYLAND **********	***	
BPO NO:	001B5400136	PRINT DATE: 09/11/14	PAGE:	04
TERMS (c	cont'd):			

IF THE STATE OF MARYLAND OR OTHER REGULATOR BODY REQUIRES A LICENSE OR CERTICATE TO PERFORM THE SERVICES REQUIRED, PLEASE PROVIDE THE LICENSE NUMBER AND DATE OF ISSUANCE.

29589	06/30/2015		
LICENSE NUMBER	DATE OF EXPIRATION		

IF A CONTRACTOR SUBJECT TO THE LIVING WAGE LAW FAILS TO SUBMIT ALL RECORDS REQUIRED UNDER COMAR 21.11.10.05 TO THE COMMISSIONER OF LABOR AND INDUSTRY AT THE DEPARTMENT OF LABOR, LICENSING AND REGULATION, THE AGENCY MAY WITHHOLD PAYMENT OF ANY INVOICE OR RETAINAGE. THE AGENCY MAY REQUIRE CERTIFICATION FROM THE COMMISSIONER ON A QUARTERLY BASIS THAT SUCH RECORDS WERE PROPERLY SUBMITTED.

****** LAST PAGE ******

SECTION C - SPECIFICATIONS HAGERSTOWN CORRECTIONAL COMPLEX - PEST CONTROL ITB# 001IT819576/MDDGS31015248

1. BACKGROUND:

The Hagerstown Correctional Complex, located in Washington County, in Hagerstown, Maryland, is a male, high/medium security facility for adult male offenders, operating under the Department of Public Safety and Correctional Services. The Hagerstown Complex consists of the Maryland Correctional Institution – Hagerstown, Maryland Correctional Training Center, and Roxbury Correctional Institution. The Maryland Correctional Institution – Hagerstown, opened in 1942, Maryland Correctional Training Center opened in 1966, and Roxbury Correctional Institution opened in 1983, with additional buildings added to the complex during the years. The average daily inmate population is 6,796. The complex employs approximately 1,695 DPSCS employees.

In addition to the three (3) institutions, the Hagerstown Correctional Complex also includes Regional Maintenance Building, Central Warehouse and Central Kitchen facility, seven (7) staff houses remodeled into various offices and departments, the Wroten Correctional Training Complex, a large barn and storage facility and multiple MCE shops and storage buildings.

2. TERM OF CONTRACT:

The term of the contract is for a period of <u>three (3)</u> years beginning October 1, 2014 through September 30, 2017.

3. PRE-BID CONFERENCE/SITE VISIT:

The site visit is scheduled for June 16, 2014 at 11:00 am in the Regional Maintenance Conference Room at the Maryland Correctional Institution. 18601 Roxbury Road, Hagerstown, Maryland 21740. Each bidder is encouraged to attend the scheduled site visit, although it is not mandatory. At the scheduled site visit each bidder will be permitted to examine the facility, familiarize himself/herself with the full nature and extent of the work and obtain answers to questions about or clarifications of the contract. It is the sole responsibility of the Contractor to familiarize himself/herself fully with the facility and contents of these specifications. Failure to do so does not relieve the successful bidder from his/her obligations to comply with all aspects of this solicitation for the amount he/she specifies as the Base Bid. As part of a responsible determination, bidders may be required to schedule a site visit with the contact person identified on the Solicitation to inspect specific conditions at the facility in detail to ascertain that their bid price represents the scope of work identified in the bid document. Please contact DGS Procurement Officer, Jamika Bowen at 410-767-8735 for further site visit information.

NOTE: Any vendor that is considering attending the Pre-Bid, must contact DGS Procurement Officer, Jamika Bowen at the above telephone number with name(s) of those persons who will be attending the Pre-Bid Conference, prior to the date of Pre-Bid Conference so that she can schedule institutional entry into the facility.

4. QUALIFICATIONS OF BIDDERS:

Prior to submitting a bid for work covered by the specifications, the bidder shall have no less than three (3) years' experience in providing services as specified for equipment equal or comparable to the type and size required by the specifications. The experience must have been within the past five (5) years.

References substantiating these qualifications must be submitted with the bid documents and formatted as described under Section A. Terms and Conditions – #22 Qualifications and References. In order to expedite the award process, it is very important for the bidders to include at least three (3) and no more than five (5) references which his/her company has performed Pest Control. Also, please include years of service, and a person of contact with a current working phone number for contact.

The Contractor shall provide to the State evidence of the following requirements:

All State of Maryland Department of Agriculture requirements outlined in Title 15.05.01 (Regulations Pertaining to the Pesticide Application Law), specifically paragraph 15.06.01.03, A 1 (Commercial Applicator) to include the following sub-categories of sub-paragraph "g" (Industrial, Institutional, Structural and Health Related Pest Control); (1) General Pest Control, (2) Termite Control and (3) Rodent Control.

The Contractor must submit a **current** copy of the Business License, the Commercial Applicator's Pesticide Business License (number must be included) and a copy of each employees Registration ID Card. No Trainee shall be used under this contract for the application of any pesticides. The applicator/technician under this contract must be **certified as a registered applicator/technician and hold valid certification** from the State of Maryland Department of Agriculture in accordance with COMAR Title 15.

5. SCOPE OF WORK:

This contract covers interior and exterior pest control.

A. **GENERAL**:

1) It is the intent of this contract that the Contractor, keep the premises; interior and exterior as specified, clear of all pests within the scope of this contract, including but not limited to rats, mice, roaches, ants, silverfish, spiders, flying insects including flies, and bird control.

- 2) The Contractor shall provide all labor, materials, supplies, services, permits, chemicals, equipment, devices and any and all other items necessary for or incidental to identifying and eradicating by whatever means is effective and environmental safe, all insects, rodents and vermin as stated under Section 5, I (Covered Pests) of these specifications but not limited to, which are found in the detailed specifications, within the scheduled areas listed.
- 3) The Contractor shall follow any Special Instructions stated in this section. Within fifteen (15) days of being notified of award, the Contractor shall make a complete and thorough inspection of all areas enumerated in these specifications.
- 4) Within thirty (30) days of being notified by the Agency to proceed, the Contractor shall have taken all appropriate actions to eliminate or control all pests and/or rodents within the areas enumerated in these specifications.
- 5) The Contractor shall provide at their own expense, available supervision over the work being performed and shall be held solely responsible for the conduct and performance of their employees involved in the contract.
- 6) Within fifteen (15) days of being notified of award, the Contractor shall schedule a meeting with the Contract Manager or designee to discuss the pest control services schedule.

B. **RECORDS**:

- The Contractor shall compete and maintain all logs and documentation for all work completed during each visit, required by existing State and Federal regulations, and these specifications. Copies of all documentation shall be provided with each building.
- 2) At the time of delivering each service, the Contractor will provide each institution with a log indicating the areas serviced and the services performed in each area. The log must be signed by the Contractor's employee and the institution's escort.
- 3) The institution shall maintain a complaint log containing the time, location and description of any pest sightings, rodent sightings, infestation and any other unsatisfactory condition occurring since the Contractor's last visit. At the time of each scheduled visit, the Contractor shall first consult this complaint log and perform all appropriate corrective measures prior to commencing any regularly scheduled activities. The Contractor shall phone in advance of any visit to inquire about the contents of the complaint log.

C. CHEMICALS AND METHODS:

- All chemicals and methods used under this contract shall comply with the regulations of all agencies having jurisdiction over pesticides and their intended use. Pesticide application and pesticides shall be in strict compliance with COMAR 15.05.01, the regulations relating to the Pesticide Applicators Law.
- 2) If the Contractor elects to use bait stations to control vermin and rodents, the Contract Manager shall be furnished with a layout of bait stations.
- 3) No poisons or insecticides that are harmful to humans will be used in any institution without the express written permission of the Warden.
- 4) All chemicals used in food service areas must be FDA or USDA approved for such use.
- 5) The Contractor shall not mix or store chemical within the confines of the buildings or on State property.
- 6) The Contractor shall not deposit used or partially used pesticide containers on State property, any trash can or dumpster.
- 7) Rodenticide shall be used with caution to avoid accidental exposure and ingestion by humans.
- 8) The Contractor shall not utilize the chemical **Naphthalene** as a method of providing pest control services in accordance with the requirements specified in the Scope of Work, Section C.

D. SDS/MSDS SAFETY DATA SHEETS:

The Contractor shall furnish each institution with two (2) copies and the Contract Manager with one (1) copy of the material data sheets for each and every chemical used under this contract. This will be seven (7) copies in total, each in a separate binder containing only data sheets that are used on this contract (not every chemical that the Contractor uses in his business). However, the Contractor is responsible to supply seven (7) copies of any new chemical that he may change during the length of the contract to the Contract Manager prior to its use. This list shall identify the chemical name of the pesticide and adjacent to that the common name and where it is being used (institution, building, and where in the building.).

E. **CONTRACTOR RECOMMENDATIONS:**

 The Contractor shall forward in writing to the institution's management those recommended and reasonable corrective actions which the contractor thinks are necessary to correct unreasonable institutional practices, such as opening unscreened windows, and to correct institutional housekeeping and physical plant problems that are having an adverse impact on pest control efforts.

2) The institution must make a reasonably effective and prompt effort to correct those practices and those housekeeping and physical plant problems that the Contractor has identified in writing as adversely impacting pest control efforts.

F. COORDINATION WITH INSTITUTION MANAGEMENT:

The Contractor shall be required to coordinate its activities with those of the institution, even if extra service calls are necessary to complete services in a given area.

G. SCHEDULE OF WORK:

- 1) The interior and exterior areas listed in these detailed specifications.
- 2) Services to food service areas shall be scheduled at times when those areas are not in operation. The treatment of food service areas shall be coordinated and the schedule approved by the institution's food service director.
- 3) The service intervals stated in the detailed specifications are the institution's best estimate of the level of service necessary to provide adequate pest control and are to be considered the minimally acceptable standard of service. The Contractor shall deliver services as necessary to maintain the premises in a pest free condition for the duration of the contract. This service delivery shall include emergency services if necessary and the Contractor must provide a current working phone number for emergencies.

H. **EMERGENCY**:

- 1) Emergency service shall be performed whenever necessary, twenty-four (24) hour a day, seven (7) days a week. When emergency service is necessary the Contractor shall come to the facility within two (2) hours of the call from the facility.
- 2) If the Contractor does not respond to an emergency service request within the times specified listed in paragraph #1, the facility may call another vendor to provide the emergency service and then invoice the Contractor or deduct from payments due the Contractor the cost incurred by the facility.

I. COVERED PESTS:

The Contractor is responsible for but not limited to the eradication of rats, mice, roaches, all ants, silverfish, spiders and flying insects, including flies

and includes bird control services. Termites are excluded from the scope of this contract.

6. CONTRACT MANAGER:

The Contract Manager is Regional Maintenance Manager, Rick Winebrenner and Manager Joe Krumpach.

7. **INSPECTION:**

The Contractor and the institutional pest control Officer shall do routine checks after the initial service to inspect and to ensure the proper level of control is being achieved and the Contractor is in compliance with the term, condition, and specifications herein. Any disputes with the contract from the pest control Officer or Contractor will be directed in writing to the Contract Manager to handle.

8. SPECIFIC SERVICE INFORMATION:

A. INSTITUTION ABBREVIATIONS AND ADDRESSES

EHU = Emergency Housing Unit, a part of MCTC

HED = Harold E. Donnell Building, a part of MCTC

MCIH = Maryland Correctional Institution – Hagerstown,

18601 Roxbury Road, Hagerstown, MD 21746

MCTC = Maryland Correctional Training Center,

18800 Roxbury Road, Hagerstown, MD 21746

RCI = Roxbury Correctional Institution,

18701 Roxbury Road, Hagerstown, MD 21746

WPDC = Western Program Development Center, a part of MCI-H

AHU = Antietam Housing Unit – part of MCI-H

B. DAY OF WEEK ABBREVIATIONS

M = MONDAY

TU = TUESDAY

W = WEDNESDAY

TH = THURSDAY

F = FRIDAY

S = SATURDAY

All square footage figures listed are approximate and represent the best information available to the institutions involved. It is the responsibility of all bidders to verify to their satisfaction the accuracy of the square footage of the areas listed.

# INST.	AREA	SERVICE INTERVAL	DAYS OF WEEK	HOURS OF ACCESS
1. MCI-H	Inmate Housing	Quarterly	M-F	8:00 A.M. –

	Inmate Housing Wings included			4:00 P.M.
2. MCI-H	Basement Annexes, North Dormitory, storage areas, & North Dorm Gate House	Quarterly	M-F	8:00 A.M. – 4:00 P.M.
3. MCI-H	Administrative & Case Management	Quarterly	M-F	8:00 A.M 4:00 P.M.
4. MCI-H	Basement Rear to include Platform, Property & Clothing Rooms, Package Room & Storage Areas	Twice a Month	M-F	8:00 A.M. – 4:00 P.M.
5. MCI-H	Hospital 2 nd & 3 rd Floors, & 3 Segregation Areas (J1, H1, H2) AHU B, C & D Tiers	Monthly	M-F	8:00 A.M. – 4:00 P.M.
6. MCI-H	Commissary, MCI-H Commissary II, WPDC Commissary II	Monthly	M-F	8:00 A.M. – 4:00 P.M.
7. MCI-H	Staff & Inmate Kitchen	Twice a Month	M-F	7:00 P.M 1:00 A.M. ONLY
8. MCI-H	Staff & Inmate Fogging Kitchen	Once every 2 months	M-F	7:00 P.M 1:00 A.M. ONLY
9. MCI-H	Dining Hall Staff & Inmate	Twice a Month	M-F	7:00 P.M. – 1:00 A.M. ONLY
10. MCI-H	Education Department to include Basement & Library	Quarterly	M-F	8:00 A.M. – 4:00 P.M.
11. MCI-H	Vocational Shops, Laundry & Ground Maintenance & Maintenance	Semi- Annually	M-F	8:00 A.M. – 2:30 P.M.
12. MCI-H	Rear 1 st Floor Administration Area & 2 nd Floor Areas; Chapel, Auditorium Adjustment Room, Storage, etc.	Quarterly	M-F	8:00 A.M. – 4:00 P.M.
13. MCI-H	Antietam Housing Unit	Quarterly	M-F	8:00 A.M. – 4:00 P.M.
14. MCI-H	WPDC A, B, C BLDGS. Inmate Housing including Storage, Administrative Area, etc.	Quarterly	M-F	8:00 A.M. – 4:00 P.M.
15. MCI-H	WPDC Support Bldg. & Visitors' Center	Semi-Annually	M-F	8:00 A.M. – 4:00 P.M.
16. MCI-H	WPDC Kitchen	Twice a month	M-F	7:00 A.M. – 1:00 A.M. ONLY
17. MCI-H	WPDC Dining Hall Staff & Inmate	Twice a Month	M-F	7:00 P.M. – 1:00 A.M. ONLY
18. MCI-H	10 Towers including the Sallyport Bottom levels and Visitors Center	Semi-Annually	M-F	8:00 A.M. – 4:00 P.M.

19. MCI-H	Regional Maint. Bldg. to include Welding Shop and Powerhouse	Semi-Annually	M-F	8:00 A.M. – 4:00 P.M.
20. MCI-H	4 Stone Staff Houses, the Sq. Ft. for each house is 3,447 Sq. Ft.	Semi-Annually	M-F	8:00 A.M. – 4:00 P.M.
21. MCI-H	Western Maryland Headquarters, - 6,079 Sq. Ft.	Semi-Annually	M-F	8:00 A.M. – 4:00 P.M.
22. MCI-H	3 Brick Staff Houses, Sq. Ft. for each is 1,328	Semi-Annually	M-F	8:00 A.M. – 4:00 P.M.

The square footage for the areas included in #1 - #22 combined is 557,780 Sq. Ft.

23. MCI-H	MCE Metal Shop 1	Semi-Annually	M- <u>Th</u>	8:00 A.M. –
	19,604 Sq. Ft.			2:30 P.M.
24. MCI-H	MCE Metal Shop 2	Semi-Annually	M-Th	8:00 A.M. –
	18,180 Sq. Ft.			2:30 P.M.
25. MCI-H	MCE Upholstery Shop	Semi-Annually	M-Th	8:00 A.M. –
	9,600 Sq. Ft.	-		2:30 P.M.
26. MCI-H	MCE Brush & Carton	Semi-Annually	M-Th	8:00 A.M. –
	Shop – 9,600 Sq. Ft.	-		2:30 P.M.
27. MCI-H	Segregation Units	Twice a Month	M-F	8:00 A.M. – 4:00
1.	Main Corridors			P.M.
28. MCI-H	Central Warehouse: Dry	Twice a Month	M-F	8:00 A.M2:00
	Goods Storage			P.M.
29. MCI-H	Central Ware- Fogging	Once every 2	M-F	8:00 A.M-2:00
	House: Dry Goods	months		P.M.
	Storage			
30. MCI-H	Central Kitchen	Twice a Month	M-F	8:00 A.M-2:00
	Central Warehouse	2 17 17		P.M.
	Basement	1 in 1		
31. MCI-H	Central Kitchen - Fogging	Once every 2	M-F	8:00 A.M-2:00
	Central Warehouse	months		P.M.
	Basement			

The square footage for the areas included in #28 - #31 combined is 57,717 Sq. Ft.

22 MCI II		T		1
32. MCI-H Exteriors	Spraying of exterior of buildings			
LAGIOIS	a. Main Building 2435 Linear Feet	Semi-Annually	M-F	8:00 A.M. – 4:00 P.M.
	b. Court Yard	Semi-Annually	M-F	8:00 A.M. – 4:00
	900 Linear Feet c. North Dorm	Semi-Annually	M-F	P.M. 8:00 A.M. – 4:00
	d. WPDC 1500 Linear Feet	Semi-Annually	M-F	P.M. 8:00 A.M. – 4:00
	e. AHU 1100 Linear Feet	Semi-Annually	M-F	P.M. 8:00 A.M. – 4:00
	f. Regional Maintenance 500 Linear Feet	Semi-Annually	M-F	P.M. 8:00 A.M. – 4:00 P.M.
	g. 4 Stone Staff Houses 180 Linear Feet or Total of 720	Semi-Annually	M-F	8:00 A.M. – 4:00 P.M.
	h. 3 Brick Staff Houses 120 Linear Feet or Total of 360	Semi-Annually	M-F	8:00 A.M. – 4:00 P.M.
	i. Central Warehouse/ Central Warehouse 800 Linear Feet	Semi-Annually	M-F	8:00 A.M. <u>- 2:00</u> <u>P.M.</u>
	j MCI Concession Stand 60 Linear Feet	Semi-Annually	M-F	8:00 A.M. – 4:00 P.M.
	k. MCE Metal Shop 1 600 Linear Feet	Semi-Annually	M-F	8:00 A.M. – 4:00 P.M.
	MCE Metal Shop 2 560 Linear Feet	Semi-Annually	M-F	8:00 AM – 4:00 PM
	m. MCE Upholstery Shop 480 Linear Feet	Semi-Annually	M-F	8:00 A.M. – 4:00 P.M.
	n. Storage Meat Plant 480 Linear Feet	Semi-Annually	M-F	8:00 A.M. – 4:00 P.M.
				25
33. MCTC	HED Food Service Area & Dining Room, including the Basement (14,590 Sq. Ft.)	Twice a Month	M-F	8:00 A.M. – 3:00 P.M.
34. MCTC	HED Food Fogging Service Area & Dining Room including the Basement (14,590 Sq. Ft.)	Once every 2 months	M-F	8:00 A.M. – 3:00 P.M.
35. MCTC	MCTC Food Service area & Dining Room, including the Basement (32,204 Sq. Ft.)	Twice a Month	M-F	8:00 A.M. – 3:00 P.M.
36. MCTC	MCTC Food Service area & Dining Room, including the Basement (32,204 Sq. Ft.)	Once every 2 months	M-F	8:00 A.M. – 3:00 P.M.
37. MCTC	Administration Bldg. all areas, except the Commissary, but including the Dispensary,	Quarterly	F	6:00 P.M. – 10:00 P.M.
	and Dispersary,			

	C1 1 177 177 4			
	Chapel, Visiting Area			
20 MOTO	& Basement			
38. MCTC	Medical	Quarterly	M-F	6:00 P.M. – 10:00 P.M.
39. MCTC	Commissary	Monthly	M-F	8:00 A.M. – 3:00 P.M.
40. MCTC	Commissary II	Monthly	M-F	8:00 A.M. –
41. MCTC	Education/Classification on	Quarterly	M-F	3:00 P.M. 6:00 P.M. –
41. Mere	Bldg., including the basement (21,678 Sq. Ft.)	Quarterry	IVI-I	10:00 P.M.
42. MCTC	Vocational Shops, including the basement (38,472 Sq. Ft.)	Quarterly	M-F	6:00 P.M. – 10:00 P.M.
43. MCTC	Education Bldg #2, including the basement (34,720 Sq. Ft.)	Quarterly	M-F	6:00 P.M. – 10:00 P.M.
44. MCTC	Clothing Room, both levels (1,400 Sq. Ft.)	Quarterly	M-F	8:00 A.M. – 3:00 P.M.
45. MCTC	4 Towers, including Sallyport top & bottom levels (2,000 Sq. Ft. for all 4 towers combined)	Semi-Annually	M-F	6:00 P.M. – 10: 00 P.M.
46. MCTC	Visitors Center (6,000 Sq. Ft.)	Semi-Annually	M-F	8:00 A.M. – 3:00 P.M.
47. MCTC	Housing Unit 1 including the basement	Quarterly	M-F	8:00 A.M. – 3:00 P.M.
48. MCTC	Housing Unit 2 Including the basement	Quarterly	M-F	8:00 A.M. – 3:00 P.M.
49. MCTC	Housing Unit 3 Including the basement	Quarterly	M-F	8:00 A.M. – 3:00 P.M.
50. MCTC	Housing Unit 4 Including the basement	Quarterly	M-F	8:00 A.M. – 3:00 P.M.
51. MCTC	Housing Unit 5 Including the basement	Quarterly	M-F	8:00 A.M. – 3:00 P.M.
52. MCTC	Housing Unit 6 Including the basement	Quarterly	M-F	8:00 A.M. – 3:00 P.M.
53. MCTC	Housing Unit 7 Including the basement	Quarterly	M-F	8:00 A.M. – 3:00 P.M.
54. MCTC	Housing Unit 8 Including the basement	Quarterly	M-F	8:00 A.M. – 3:00 P.M.
55. MCTC	Program Bldg. & Brush Carton Shop (15,480 Sq. Ft. combined)	Quarterly	M-F	8:00 A.M. – 3:00 P.M.
56. MCTC	HED (14,590 Sq. Ft.)	Quarterly	M-F	8:00 A.M. – 3:00 P.M.
57. MCTC	EHU (20,336 Sq. Ft.)	Quarterly	M-F	8:00 A.M. – 3:00 P.M.
58. MCTC	Case Management (16,000 Sq. Ft.)	Quarterly	M-F	8:00 A.M. – 3:00 P.M.
59. MCTC	Gymnasium, including the 2 nd floor (19,434 Sq. Ft.)	Quarterly	M-F	8:00 A.M. – 3:00 P.M.
60. MCTC	MCE-Partition Shop (2,700 Sq. Ft.)	Quarterly	M-Th	8:00 A.M. – 3:00 P.M.
61. MCTC	Receiving & ID Bldg. (7,500 sq. ft.)	Quarterly	M-F	8:00 A.M. – 3:00 P.M.

V				
62. MCTC	7 Yard Post Bldgs. (1,430 Sq. Ft.)	Semi-Annually	M-F	8:00 A.M. – 3:00 P.M.
63. MCTC	HU#5 – Segregation Unit Main Corridors	Twice a Month	M-F	8:00 A.M. – 3:00 P.M.
64. MCTC	Block Storage Area Out- Side HU#1 – HU#7	Quarterly	M-F	8:00 A.M. – 3:00 P.M.
65. MCTC	(80 sq. ft. per area) Spraying exterior of			<u> </u>
Exteriors	buildings a. HU#1,2,5	Semi-Annually	M-F	8:00 A.M. – 3:00 P.M.
	b. HU#3,4,6 1125 Linear Feet	Semi-Annually	M-F	8:00 A.M. – 3:00 P.M. 8:00 A.M. –
a	c. HU#7 1100 Linear Feet	Semi-Annually	M-F	3:00 P.M.
	d. HU#8 1100 Linear Feet	Semi-Annually	M-F	8:00 A.M. – 3:00 P.M.
	e. Huts ,2,3 450 Linear Feet	Semi-Annually	M-F	8:00 A.M. –
	f. HED 900 Linear Feet	Semi-Annually	M-F	3:00 P.M.
	g. EHU 1200 Linear Feet	Semi-Annually	M-F	8:00 A.M. – 3:00 P.M.
7	h. Concession Stand 60 Linear Feet	Semi-Annually	M-F	8:00 A.M. –
	i. Medical 372 Linear Feet	Semi-Annually	M-F	3:00 P.M.
	j. 4 Towers 40 Linear Feet	Semi-Annually	M-F	8:00 A.M. – 3:00 P.M.
	(Total of 160 Linear Feet) k. Receiving & ID 440 Linear Feet	Semi-Annually	M-F	8:00 A.M. – 3:00 P.M.
		a é		8:00 A.M. – 3:00 P.M.
				8:00 A.M. – 3:00 P.M.
66. RCI	5 Housing Units (220,377 Sq. Ft.)	Quarterly	M-F	8:00 A.M. – 2:00 P.M.
67. RCI	Chapel (54,000 Sq. Ft.)	Semi-Annually	Mon. of June M-F	After 4:00 P.M.
68. RCI	"B" Bldg. (42,000 Sq. Ft.)	Semi-Annually	Month of June M-F	After 4:00 P.M.
69. RCI	GYM, i.e. all areas not covered in #59 below	Semi-Annually	Month of June M-F	After 4:00 P.M.
70. RCI	Commissary, Concession Stand, Barber Shop, & Clothing Room	Monthly	2 nd full Week of Month M-TH	8:00 A.M. – 2:00 P.M.

The square footage for the areas included #69 - #70 combined is 24,300 Sq. Ft.

71. RCI	Towers, G Bldg. (2,440 Sq. Ft.)	Semi-Annually	Month of June M-F	8:00 A.M. – 2:00 P.M.
72. RCI	Complex Training Bldg. (13,300 Sq. Ft.)	Quarterly	M-F	8:00 A.M. – 2:00 P.M.
73. RCI	"A" Bldg. all areas Except Food Service, Kitchen, Dining Rooms, Storage Areas, Rest Rooms	Quarterly	M-F	After 4:00 P.M.
74. RCI	"A" Bldg., Food Service Kitchen, Inmate Dining Room and Officers Dining Room, including the storage areas, the Rest Rooms, etc.	Twice a Month	Т-ТН	After 7:00 P.M.
75. RCI	"A" Bldg.,Staff & Inmate Kitchen Fogging	Once every 2 months	Т-ТН	7:00 P.M. – 10:00 P.M.

The square footage for the areas included #73 - #75 combined is 59,200 Sq. Ft.

76. RCI	MCE Graphics (20,000 Sq. Ft.)	Semi-Annually	M- <u>Th</u>	8:00 A.M. – 1:30 P.M.
77. RCI	4 Yard Post Bldgs. (584 Sq. Ft.)	Semi-Annually	M-F	8:00 A.M. – 2:00 P.M.

70 DCI	Maintenance Classic	C ' A 11	145	0.00 1.35
78. RCI	Maintenance Shop	Semi-Annually	M-F	<u>8:00 A.M. –</u>
	(1,218 Sq. Ft.)			2:00 P.M.
79. RCI	HU#5 – Segregation	Twice a Month	M-F	8:00 A.M. –
	Main Corridor			2:00 P.M.
80. RCI	Spray exterior of Bldgs.	Total In the Committee		
Exteriors	a. A Building	Semi-Annually	M-F	8:00 A.M. –
	1272 Linear Feet			2:00 P.M.
	b. B Building	Semi-Annually	M-F	8:00 A.M. –
	1184 Linear Feet			2:00 P.M.
	c. Gym	Semi-Annually	M-F	8:00 A.M. –
	608 Linear Feet			2:00 P.M.
	d. HU#1 thru #4	Semi-Annually	M-F	8:00 A.M. –
	1160 Linear Feet			2:00 P.M.
	Each HU		1	
	e. Chapel	Semi-Annually	M-F	8:00 A.M. –
	784 Linear Feet	33	100000000000000000000000000000000000000	2:00 P.M.
	f. HU#5	Semi-Annually	M-F	8:00 A.M. –
	976 Linear Feet			2:00 P.M.
	g. Training Building	Semi-Annually	M-F	8:00 A.M. –
	760 Linear Feet			2:00 P.M.
	h. MCE	Semi-Annually	M-F	8:00 A.M. –
	442 Linear Feet	25 1 2		2:00 P.M.
	i. Tower 8	Semi-Annually	M-F	8:00 A.M. –
	64 Linear Feet			2:00 P.M.
	j. Yard Post 1	Semi-Annually	M-F	8:00 A.M
	90 Linear Feet	1,000		2:00 P.M.
	k. Yard Post 2 - 4	Semi-Annually	M-F	8:00 A.M
*	32 Linear Feet			2:00 P.M.
	each yard post			8:00 A.M. –
	l. G Building	Semi-Annually	M-F	2:00 P.M.
	126 Linear Feet			8:00 A.M. –
	m. Maintenance Shop	Semi-Annually	M-F	2:00 P.M.
	180 Linear Feet	- 1	192	
75. Hagerstown	Roofs of buildings in need	Monthly	M-F	8:00 A.M. –
Complex Bird	of treatment.			2:00 P.M.
Control				
	2		1	
8				

9. FOGGING INSTRUCTIONS:

After the contract is awarded, the Contractor must initially fog the kitchens and dining halls at MCI-H, MCTC and RCI with fogging bombs – canister type, then once every two (2) months thereafter.

10. SPECIAL SECURITY PROVISIONS:

- 1) The Contractor shall obtain a completed set of security guidelines from the facility representative or designee and shall comply with them. Failure to comply shall be grounds for termination of the contract for default.
- 2) All workers and staff of the contractor who enter the facility shall be subject to a security background check at least two (2) weeks before work initiation. Based

on the security background check, the facility may prohibit an individual worker from working on this project.

- 3) Proper identification will be required, photo identification (such as driver's license), a social security card, and an immigrant worker identification, if appropriate.
- 4) Identification badges shall be issued to the Contractor's personnel authorized to work in the facility. A four (\$4) dollar fee shall be charged to the Contractor for each identification badge issued to the workers for the contract. The background check shall be completed and an identification badge shall be used before any workers will be permitted to work in the facility. Failure to have a properly-issued identification badge shall be grounds to prohibit worker(s) from entering the facility.
- 5) The State shall bear no responsibility for delay claims due to an inadequate work force.
- 6) All identification badges must be returned to the facility at the end of the contract term.
- 7) Worker(s) who will be on-site on a day to day basis may go through the regular admittance process for the prison. Time must be allotted for the check-in process.
- 8) All persons entering and leaving the facility shall be subject to security procedures. The Contractor shall allow one (1) hour for this procedure when formulating his/her bid.

11. CONTRACTOR'S INSURANCE:

The Contractor must furnish and keep in effect during the term of this contract the following:

- 1) General liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, including but not limited to Personal Injury liability coverage. This insurance must cover the risks of false arrest, false imprisonment, malicious prosecution, defamation of character, libel, slander or other torturous conduct caused by any acts of the Contractor's employees.
- 2) Such Workmen's Compensation Insurance as is required by the Laws of the State of Maryland.
- 3) Automobile Insurance per Section A Terms and Conditions #20 Hold Harmless/Indemnification of the State/Insurance
- 4) Unless the Procurement Officer otherwise agrees and before the Contractor begins work, the Contractor must submit any required certificates of insurance to the Procurement Officer for review and approval. These certificates shall be held by the Procurement Officer for the duration of the contract. The State shall have the

absolute right to terminate the contract if any insurance policy is canceled at any time for any reason and a new policy is not obtained by the Contractor and approved by the Procurement Officer. Unless the Procurement Officer otherwise agrees, the new policy must be effective as of the previous policy's date of cancellation.

FIDELITY BOND - Contractor's employees must be bonded by a company approved by the Maryland Insurance Commissioner to issue such bonds in Maryland. The bond or bonds shall protect the State against loss by the theft of money or other property from the premises to which the State or others may sustain as a result of any fraudulent or dishonest act of Contractor's employee, acting alone or in collusion with others, during the term of this contract. Said bond or bonds shall have a limit at least \$2,500 per occurrence, per employee. Contractor must deliver said bond or bonds to the State not later than time of award.

12. PAYMENT TO THE CONTRACTOR:

- 1) Invoices for all required services shall be submitted monthly. The Contractor shall submit to the Hagerstown Correctional Complex, Accounts Payable their invoice(s), in triplicate for the work done during the month and the contractor shall submit the invoice no later than the 15th of the month following services for all Monthly and Twice Monthly services defined under Section 7 <u>SPECIFIC SERVICE INFORMATION</u>. This amount shall not exceed one-sixtieth (1/60) of the cost for Monthly and Twice Monthly services of the five (5) year service contract.
- 2) All other services (Quarterly, Every 4 Months, Semi-monthly (Bird Control), Semi-Annual and Annual), shall be billed on the same Invoice for the month the specific service(s) were completed.
- 3) All invoices shall provide and be addressed as follows:
 - 1. Contractor's name, address and Federal ID # or Social Security #
 - 2. Invoice Date and Control Number
 - 3. Total amount of the invoice.
 - 4. Detail support for the total amount of the invoice. Specifically a Contractor generated Work Order Ticket that details date of service and service(s) provided.
 - 5. A monthly summary report of all tests administered each month shall be part of each invoice. Upon receipt of the invoice, the Hagerstown Correctional Complex Contract Monitor will verify the accuracy of the amount billed to insure that:
 - a. The work was actually completed.
 - b. The correct work was performed.
 - c. The amount billed is correct.

- All invoices must be correct. No payment will be made until an invoice is fully reconciled and corrected. All payment adjustments resulting from incorrect invoices will be deducted from the current or subsequent invoices.
- 2) The Contractor must certify thereto that the work and/or services have been performed, that payment for said work has not been received, and that the amount specified is due and owing.

13. RESPONSIBILITY DETERMINATION:

Unless stated elsewhere in the solicitation package, the minimum qualifications for award for this solicitation are as follows: The Successful Bidder must have a minimum of three (3) years of successful performance of the specified requirements in comparable scope and magnitude; specifically this experience must be in providing pest control services as specified for equipment equal or comparable to the type and size required by the specifications. References substantiating this experience must be provided timely upon request by the Procurement Officer. References must include the contact name, years of service, contract value, size/type of facility and a current working phone and email for contact.

Information provided on resumes will be verified, as well as any applicable licenses. In addition, the contractor's information will be sent to Maryland Assessments and Taxation for verification that he/she is cleared of any issues of non-payment and the company is in good standing. It will be the bidder's responsibility to timely clear any outstanding issues upon notification.

Further, if this solicitation does not carry an MBE goal and the bidder failed to attend the pre-bid or site visit prior to bidding, the bidder will be required to visit the site in order to confirm that their bid is in accordance with the terms, conditions and specifications. The State Agency is not responsible to meet the bidder's schedule. In order to be considered for award, the bidder <u>must</u> attend the site visit at the available schedule of the State Agency Point of Contact within five (5) working days of notification by the Procurement Officer.

References will be contacted. Only prior contract work that can be substantiated may be used for a responsibility determination. The Procurement Officer is not responsible for incorrect or outdated email addresses, phone numbers or references that fail to respond within three (3) business days.

All requirements above must be met in the time limit provided by the Procurement Agent. Unreasonable failure to supply information promptly in connection with a determination of responsibility is grounds for rejection of the bidder as not responsible. See COMAR 21.06.01.01 B. (1).

COMMUNICATION:

The bidder/contractor must provide a reliable means of contact throughout the responsibility determination and throughout the execution of any contract. Failure to respond to any contact (phone, email, fax, letter, etc.) by the Procurement Officer

or designee within 24 hours will jeopardize a bidder's determination of responsibility and the bid may be rejected. Once the contract is awarded, failure of a Contractor to respond to written notification regarding contractual issues in less than the designated time may render the contract subject to termination for cause.

14. <u>LIVING WAGE REQUIREMENTS:</u>

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in this solicitation. If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$13.19 per hour, if State contract services valued at 50% or more of the total value of the contract is performed in the Tier 1 Area. If State contract services valued at 50% or more of the total value is performed in the Tier 2 Area, a Bidder shall pay each covered employee at least \$9.91 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to \$18-102 (d) shall assign the tier based upon where the recipients of the services are located.

Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code, State Finance and Procurement, § 18-101 *et al.* The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. *See* COMAR 21.11.10.05.

If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the agency may withhold payment of any invoice or retainage. The agency may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

The contract resulting from this solicitation has been deemed to be a Tier 2 contract.

15. <u>BID/PROPOSAL AFFIDAVIT:</u>

The bid proposal affidavit shall be submitted with the bid electronically or prior to the bid opening. The bid proposal affidavit can be mailed or hand carried to the attention of DGS Procurement Officer, Jamika Bowen, 301 W. Preston St., Rm. M-4, Baltimore, MD 21201. Failure to submit the bid proposal affidavit with your bid or prior to the bid opening may deem your bid not-responsible.

16. BASE-BID:

The Base Bid amount shall be the total <u>three (3)</u> years cost, to provide Pest Control Services at the Hagerstown Correctional Complex as specified in these specifications. Bidders must enter <u>the monthly cost for pest control services inclusive of quarterly, twice a month, once every 2 months, and semi-annually services as specified in Section 9 – Specific Service Information of the IFB. These costs shall be included on eMaryland Marketplace.</u>

NOTE: If the Bidder fails to bid all lines in eMaryland Marketplace for this Solicitation, the Procurement Representative/Officer shall deem the bid non-responsive. Bidders should not provide any comments in the comment box for each line item. If comments are provided the bid may be determined to be non-responsive. The rates provided on eMaryland Marketplace are the rates the State expects to pay without any fluctuation.

17. BASIS OF AWARD:

This contract shall be awarded to the responsible bidder who submits the lowest responsive base bid for the **three (3)** year term of the contract.

18. ITEMS TO SUBMIT WITH THE BID:

The following documents are required to be submitted online with the bid response, for the bid opening currently scheduled for August 22, 2014 @ 10:00 a.m.:

- a. <u>Current Business License (see Section 4)</u>
- b. <u>References/Company Profile (see Section 4);</u>
- c. Required completed Bid/Proposal Affidavit (online attachment);
- d. A bid confirmation and a breakdown of your bid, to include: hourly billing rate, expenses, materials and supplies, taxes overhead, profit, etc...
- e. <u>Completed Living Wage Affidavit (online attachment)</u>